

Terms & Conditions

1. Description of Service

1.1 The description of service shall be the services to be undertaken by Cotswold Vale Planning Limited, as outlined in the accompanying fee proposal as dated.

1.2 The following standard terms and conditions of engagement apply to all work carried out by Cotswold Vale Planning Limited unless specifically amended in writing prior to the commencement of work.

1.3 These terms and conditions of engagement should be read in conjunction with Cotswold Vale Planning Limited's fee proposal. In the event of any conflict, these terms and conditions of engagement shall prevail.

2. Company and Client Definition

2.1 The Company - Cotswold Vale Planning Limited who are providing the service(s) stated above.

2.2 The Client - The person, authority, agency, company or other body named as the addressee, detailed in the fee proposal, who instruct The Company to carry out the services detailed. This agreement is between The Company and The Client. In the case of more than one client, this agreement means each of the named parties listed, who together shall be represented in all matters by the "instructing client".

2.3 The instructing client means the first named party in the definition of The Client.

3. Client Obligations

3.1 The Client shall inform The Company if any other town planning consultancy has previously been engaged or is currently engaged on the project prior to appointment and, if so, provide The Company with the details to ensure compliance with the requirements of the Royal Town Planning Institute's code of professional conduct. Please note that The Company cannot complete work for The Client on a project where there is already an acting consultant instructed, unless agreement with that consultant has already been sought.

3.2 The Client shall provide The Company with any information reasonably and necessarily required to assist in the provision of the service, such information should be provided free of charge. The Client shall be responsible for the accuracy and completeness of such information provided to The Company.

4. Consultants Obligations

4.1 The Company and its consultants will make every effort to meet the programme for the work undertaken but cannot accept any responsibility for delays or consequential costs however caused outside of their control.

4.2 For the avoidance of doubt, The Company shall be responsible for performing the service obligations under this agreement. Any other services carried out for The Client by third party consultants shall be deemed to be a separate appointment within the entity of these terms and The Client should hold separately liable agreements for these services.

4.3 The Company will carry out the service and obligations under this agreement with reasonable skill and care. The scope of the service(s) provided are set out in the accompanying fee letter.

4.4 The service(s) may only be amended by written agreement between The Company and The Client. Unless otherwise agreed in writing, any additional services, variations or changes in instructions shall be subject to this agreement.

4.5 The instructing client will nominate one individual who has full authority to act as their representative. Unless confirmed otherwise by The Client in writing, this shall be the person to whom The Company addressed its fee proposal. The Company shall be entitled to rely on any instruction of the representative as an instruction of The Client/client company.

4.6 Unless otherwise agreed, The Client will be responsible for appointing other consultants necessary for the proper progress of the project and to enable The Company to perform the service.

5. The Fee

5.1 The fee shall be the sum set out in The Company's fee proposal accompanying this agreement. Where no fixed fee is agreed, remuneration for the services, any additional services, variations or changes of

instructions shall be on a time spent basis plus expenses and VAT (if applicable) at the prevailing rate.

5.2 Invoices will be rendered on the submission of draft documents provided in relation to the agreed service detailed in the fee proposal, unless otherwise agreed in writing. Fees will be payable on a lump sum or time charged basis, as agreed. The applicable hourly rate is currently set at £150 per hour, although The Company reserves the right to review this rate periodically.

5.3 Payment will be due within 10 calendar days of receipt of the invoice. The company reserves the right to require a deposit payment from The Client, usually 20% on instruction if the proposed value of the services to be provided exceeds £1,000. The deposit must be paid prior to The Company undertaking any work on the project. The company reserves the right to seek a credit reference prior to acceptance of any new instructions. By agreeing to these terms you agree to a credit reference being completed.

5.4 In the case of more than one client, or where the fee is to be allocated between clients, the instructing client shall be responsible for procuring payment of all fees and any sums due under this agreement, but each client shall remain jointly and severally liable for the payment in total. Non-payment by any client of any sum due to The Company will be deemed to be a breach of this agreement.

5.5 The Company's fee includes only the work detailed in the fee proposal. It excludes but is not limited to the following; planning application, building regulation application, local authority and survey fees. Such fees and costs shall be paid directly by The Client to the local authority or consultant concerned. Where a fee stage is related to a local authority decision, this is deemed to be the point of committee resolution rather than the issue of a decision notice in circumstances where other procedures required to be concluded prior to the issue of the decision notice. The Client acknowledges that, by its very nature, the planning decision process itself is beyond the Company's control and no guarantee can be given that any permission will be granted, or a decision made within a given timescale.

5.6 Unless otherwise stated, the fee excludes all reimbursable costs and expenses reasonably incurred in the course of providing the service in respect of travel, accommodation, subsistence, printing and other necessary expenses, which will be charged in addition to the fees. Exceptional items of expenditure will be agreed prior to expenditure with The Client and The Company reserves the right to require payment in advance for such items. A list of common service charges/expenses are outlined below*:

- Mileage - charged at £0.60p per mile
- Travel by public transport - charged at applicable economy rate
- Overnight accommodation & subsistence - charged at economy rate, dependant on availability
- Data trawls - charged at applicable rate
- Printing (per sheet):
 - A4 (B & W) £0.25
 - A4 (Colour) £0.80
 - A3 (B & W) £0.50
 - A3 (Colour) £1.60
 - A1 (B & W) £3.00
 - A1 (Colour) £4.50
- Planning Portal submission fee - £23.83
- Sourcing site location plans - charged at applicable rate

* VAT applicable where relevant

5.7 The fee excludes any costs associated with copyright or licence fees. The Client shall be responsible for paying all fees in respect of copyright, approval licence and obtaining all other necessary permissions for all copyright materials prior to use by The Company.

5.8 The Company reserves the right to charge interest after 10 calendar days from the date of invoice at a rate of 1.5% of the invoice total per month. If any sums due to the company under this agreement have not been paid in full after 60 calendar days from the date of invoice, and no effective notice has been given by The Client, The Company reserves the right to instigate debt recovery proceedings. At this point and without prejudice to any other rights of The Company, it may suspend performance of any or all of its services or obligations under this agreement by written notice to The Client stating the ground or grounds on which it is intended to suspend performance, and in the case of suspension of a part of the service, specifying the part to be suspended. Such suspension shall commence 7 calendar days after the date of issue of such notice. Work would recommence upon receipt of payment.

5.9 All work remains the copyright of The Company and should not be reproduced without the prior permission of The Company.

5.10 Should The Company's appointment be terminated before completion of the work, fees and expenses will be charged accordingly to the amount of work undertaken up to the point that the appointment was terminated.

5.11 The Company will not be held liable for any consequential delay or costs arising where work ceases due to non-payment of outstanding accounts.

5.12 All fees and other charges will be paid in Pounds Sterling unless otherwise agreed. Where payment is agreed in another currency, fees will be calculated in pounds Sterling and invoiced at the National Westminster Bank Plc exchange rate prevailing at the date of invoice. All charges and expenses incurred in other currencies shall be reimbursed in Pounds Sterling and the exchange rate prevailing on the date incurred.

6. Third Party Consultants

6.1 The Client shall be responsible for the appointment of any third party services required to complete the work. Where The Company arrange for quotations for third party services, this is on behalf of The Client. Where The Client confirms instructions to The Company, this will be taken as a direct instruction of the third party.

6.2 The written agreement of The Client will be required where exceptional costs are to be incurred by the company.

6.3 Acting upon The Client's instruction, The Company will instruct Counsel when required. However, The Company will require written confirmation that The Client accepts responsibility for payment of Counsel's fees, and that depending upon the quantum of these, payments in advance or on account will be required.

6.4 If The Client requests The Company to invoice a third party then any agreement by The Company or the rendering of invoices to a third party shall not constitute novation or assignment of this agreement. The Client shall remain liable for the payment of all sums until payment is received, in full, from the third party.

7. Legislation and standards

7.1 The Company does not accept responsibility for the design undertaken by any architect appointed to the scheme.

7.2 The Client acknowledges that it may have obligations and responsibilities under legislation relating to the property transactions and the building and construction industries. The Company strongly recommends The Client obtains appropriate advice from a suitably experienced consultant before proceeding with any development.

7.3 The Client also acknowledges that The Company has drawn attention to duties imposed on the General Data Protection Regulation (GDPR), the Copyright, Designs and Patents Act 1988 and other amendments. The Company adheres to the principals of the Bribery Act 2010 with a commitment to carry out its business fairly, honestly, and openly in the performance of its services. A copy of The Company's Privacy Notice can be found at...

8. Accuracy of Drawings & Documents

8.1 Planning applications are normally required to be supported by drawings showing designs, layouts or illustrations of the development. These drawings are intended to serve as a guide to the broad nature, density and composition of development and should not be regarded as definitive. Where drawings are prepared by Cotswold Vale Planning, these will be sufficient to secure planning permission only. The Client will be responsible for ensuring that detailed drawings are secured to meet necessary Building Regulations requirements, where applicable. Where plans are prepared by a third party, The Company will not accept responsibility for the accuracy of these drawings.

8.2 In the event that planning permission is granted, The Company shall have no responsibility for the on-going implementation or non-implementation of the planning permission (including but limited to clearance of conditions or other matters requiring resolution, for example Section 106 planning obligations, Community Infrastructure Levy, etc), unless otherwise agreed in writing.

9. Copyright

9.1 Copyright and any other intellectual property rights in all documents and other media prepared by or on behalf of The Company and in work executed from the document shall remain with The Company. Subject to

The Company receiving full payment of all fees and charges properly due under this agreement, The Client shall have a licence to copy and use the documents for any purpose relating to the project but not to reproduce the intellectual property for a separate project.

10. Assignment

10.1 Neither The Client nor The Company may assign this agreement or sub-contract their obligations without the written consent of the others.

11. Suspension and Termination

11.1 This agreement may be terminated in writing by either party within 14 (Fourteen) days of instruction. Termination or suspension by The Client shall be subject to the payment of outstanding fees, expenses and reimbursable costs.

11.2 The Company shall give immediate notice in writing to The Client of any circumstances arising from Force Majeure which makes it impractical for The Company to carry out any of the services and The Company shall seek to agree an appropriate course of action with The Client.

11.3 Termination of this agreement shall be without prejudice to the accrued rights and remedies of either party.

12. Limitation

12.1 The Client hereby acknowledges that it may have obligations and liabilities to third parties in respect of the project and in particular, in respect of how the project is developed and valued. The Company is only liable for the agreed services provided and The Company has no obligational liability to The Client in respect of any claims made by any third party arising out of incidents relating to the performance of the service.

12.2 Where there is more than one client, in the event of a difference or dispute, all The Clients agree that the instructed client will act as the intermediary for all communications. Any claim or proceedings which for the purposes of agreement shall be deemed to include any form of alternative dispute resolution should be only be brought by the instructing client and all clients shall remain jointly and severally liable for any settlement or judgement in The Company's favour.

12.3 A duplicate of the accompanying letter of engagement should be signed by the instructing client and returned within one week to The Company as acceptance of the fee proposal and this agreement, retaining an original for The Client's records along with these terms and conditions of engagement. In the event that this contract and the letter of engagement remains unsigned and work progresses on the project, whether by verbal instruction and/or instruction by email, then the contract letter shall be deemed to have been signed and the details of the contract and the terms and conditions attached thereto shall be both binding and enforceable.